



2024-25 Music Hub programme:

Standard terms and conditions for the Music Hub revenue grant

8 July 2024

Supported using public funding by



**ARTS COUNCIL
ENGLAND**

Standard terms and conditions for grants

These standard terms and conditions for grants apply to all grant offers made under the Music Hub programme. The Music Hub Programme criteria are set by the Department for Education ('DfE'). The grants are administered, awarded and monitored by Arts Council England. Funding has been provided by the DfE.

These standard terms and conditions have been revised and updated for the 1 September 2024 to 31 August 2025 funding period.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document, and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document, please contact our Customer Services team on 0161 934 4317 or via our [website](https://www.artscouncil.org.uk/contact/contact-customer-services) (<https://www.artscouncil.org.uk/contact/contact-customer-services>). However, if you need legal advice, please contact your solicitor.

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1. Definitions

- 1.1. "You" and "your" means the organisation receiving the grant bound by these terms and conditions, which may also be referred to as the "Hub Lead Organisation".
- 1.2. "Music Hub" means the partnership, co-ordinated by you.
- 1.3. "We", "us" and "our" means the Arts Council of England trading as Arts Council England and includes our employees and those acting for us.
- 1.4. The "Agreed Activity" means the activity or activities to be carried out during the Funding Period, which are agreed with us and for which we are giving you the grant as set out in the grant offer letter and in accordance with this Funding Agreement.
- 1.5. "Capital Asset(s)" means any asset (or multiple assets) that are purchased, renovated, created, improved, or equipped using more than £1,000 of the grant.
- 1.6. The "Data Protection Legislation" means without limitation (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all other applicable UK laws whether currently existing, yet to be implemented, or act as successor legislation, that regulate the collection, processing and privacy of personal data.
- 1.7. The "DfE" means the Department for Education.
- 1.8. "DCMS" means the Department for Culture, Media and Sport.
- 1.9. The "Funding Agreement", which you have accepted, includes and incorporates:
 - 1.9.1 these standard terms and conditions
 - 1.9.2 the payment conditions
 - 1.9.3 the application and attachments including the Project Proposal
 - 1.9.4 the offer letter including additional conditions

- 1.9.5 Local Plan for Music Education guidance
 - 1.9.6 the requirements set out in the Guidance for Applicants as updated by us from time to time to the relevant funding programme
 - 1.9.7 together with any other conditions we have imposed and/or you have agreed to from time to time
- 1.10. The "Funding Period" means the fixed term specified in the Funding Agreement.
- 1.11. The "Monitoring Schedule" means the payment conditions that detail any conditions you have been asked to submit for your payment to be released at scheduled intervals.
- 1.12. The "Subsidy Control Regime" means the Subsidy Control Act 2022, and the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022, together with the Department for Business, and Trade and the Competition and Markets Authority's published guidance on the Subsidy Control Regime or as such other laws and/or guidance that may apply or as amended or replaced from time to time, that regulates the award of financial assistance that meets the definition of 'subsidy' at section 2 of the Subsidy Control Act 2022.

2. The Agreed Activity

- 2.1. You will deliver efficiently the activities as defined in the Agreed Activity. You acknowledge that the grant is paid on trust to you for the sole purpose of you delivering the Agreed Activity.
- 2.2. The Agreed Activity will form part of the basis for the reporting, monitoring and assessment of performance under this Funding Agreement.
- 2.3. You must tell us immediately in writing of anything that significantly delays, threatens or makes unlikely the successful delivery of the Agreed Activity or any key part of it.

3. Funding

- 3.1. Subject to satisfactory receipt of any information required from time to time, we agree to pay to you the total grant in such instalments as shown in the Monitoring Schedule.
- 3.2. We will not make any payments under this Funding Agreement until we have received evidence that the terms and conditions have been accepted by your organisation's board or equivalent, and the Funding Agreement is properly accepted and signed by a board member or equivalent. You will ensure that at all times, while the Funding Agreement is in force, that your organisation is correctly constituted and regulated and that the receipt of the grant and the delivery of the Agreed Activity are within the scope of your constitution.
- 3.3. You accept that these standard terms and conditions are not negotiable and you shall have no right to amend or vary the provisions of this Funding Agreement (unless with our prior written agreement) which, for the avoidance of doubt, includes the Agreed Activity, the Funding Period and the Dates and Amounts of the Scheduled Payments as specified in the Monitoring Schedule.
- 3.4. You accept that we will not increase the grant if you spend more than the total grant shown in the offer letter. If you spend less than the whole grant allocated in any one financial year on the Agreed Activity, you will return the unspent amount of grant for that year to us promptly at the end of that financial year.
- 3.5. You will show the grant and related expenditure in your annual accounts under the description of 'Arts Council Funding' (as a restricted fund deriving from Grant-in-Aid as a revenue grant).
- 3.6. If you have more than one grant from us, you will record each grant separately in the notes to the accounts.
- 3.7. You will identify unspent funds and assets in respect of the grant separately in your accounting records.
- 3.8. If the activity delivered, funded through the grant, results in additional income being generated, you will identify these funds and retain them within the restricted fund under the description of 'Arts Council Funding' in your accounts to use for the Agreed Activity only.

- 3.9. You accept that the grant, and any additional income generated by the Agreed Activity, can only be used to fund direct project costs, that is costs that relate clearly and directly to the Agreed Activity.
- 3.10. Overheads, management fees, administrative costs and any other recharges must relate directly to the amount of time spent on the Agreed Activity and you must show how these have been calculated. These costs must be reviewed and agreed by your Relationship Manager and be acceptable to us.
- 3.11. The grant cannot be used to fund:
 - 3.11.1. marketing and advertising, or for any costs associated with the maintenance, technical development or updating of existing websites or for the development and/or creation of new websites
 - 3.11.2. termination, severance or redundancy pay
 - 3.11.3. general running costs and overheads that are paid for by other income or funding, including your own funds
 - 3.11.4. recharges for use of premises, HR, financial, legal support and other costs which do not directly contribute to the Agreed Activity
 - 3.11.5. recharges which are set out as flat percentages without a strong rationale for how this level relates to the amount of time spent on the Agreed Activity
- 3.12. You agree and accept that you will spend a minimum of 80 per cent on frontline activity, services and support delivered by or through the Hub partnership. A maximum of 20 per cent of the grant can be spent on the strategic and/or administrative costs associated with the coordination and leadership of the Music Hub.

4. VAT

- 4.1. The grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying any amounts in respect of VAT in addition to the grant.
- 4.2. If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available and give copies to us when requested.

- 4.3. If the grant includes any or all of the VAT costs associated with the Agreed Activity and you subsequently recover any VAT, you must pay back immediately any of the VAT that has been paid for with the grant.

5. **Monitoring and reporting**

- 5.1. We will designate a Relationship Manager for you in relation to this Funding Agreement. The Relationship Manager is the main point of contact between us and you. The Relationship Manager:
- 5.1.1. will act as the main contact with you for all matters relating to the grant and the Agreed Activity
 - 5.1.2. will contact you at least bi-termly and attend a Hub board meeting at least once a year. Relationship Managers will arrange more frequent meetings or contact with you where there are concerns around performance and/or risk.
 - 5.1.3. will monitor your delivery of the Agreed Activity, ensuring you comply with the terms and conditions of this Funding Agreement and other requirements in accordance with our monitoring requirements
 - 5.1.4. may identify examples of good practice and issues and share these with relevant colleagues
- 5.2. We welcome dialogue on our relationship with you, and the first point of contact for such feedback is the Relationship Manager. If you wish to make a complaint you should use our relevant complaints procedure as published and updated on our website from time to time:
<https://www.artscouncil.org.uk/contact/making-complaint>.
- 5.3. We will monitor your performance and relevant risks which might adversely affect the delivery of the Agreed Activity. You are required to make early intervention where your delivery falls short of the agreed targets and standards set out in the SMART objectives, Local Plan for Music Education Guidance and this Funding Agreement.
- 5.4. We will submit reports to the DfE and/or the DCMS and/or the monitoring board overseeing the National Plan for Music Education, as appropriate. These reports will be in the format and contain such information as the DfE/DCMS agrees with us and may include any information provided by you

under the Funding Agreement. The DfE and/or the DCMS are the legal owners of the information contained in the reports and may use and publish the information for any purpose.

6. Your Obligations

- 6.1. We and the DfE and/or the DCMS, as appropriate, will monitor and assess your activity and how effectively the funding is being used. To enable this, you will send us all such information as we may in our sole discretion reasonably request from time to time. This includes the information, without limitation, set out in the offer letter, participant and activity data (which may include personally identifying pupil data) and copies of all or any other relevant documentation about the financial and operational running of your organisation, to include business plans, board papers or equivalent, reserves policies and any other information which we or the DfE or DCMS deems relevant to their understanding of how the Agreed Activity is being delivered and the funding used and to inform future decisions about Music Education and Cultural Education policies. Where the information includes personally identifying pupil information, you, us and the DfE/the DCMS (as appropriate) shall each take appropriate steps to justify the sharing and processing of such data in line with Data Protection Legislation.
- 6.2. The success of your relationship with us relies on effective communication and the sharing of information. You must tell us in advance if you want to make any significant changes to your legal status, consortium arrangements (where applicable), partnership arrangements, staffing, business model or to the Agreed Activity under this Funding Agreement. We will not unreasonably withhold our consent to any such changes.
- 6.3. You will follow our branding and publicity guidelines at all times and will acknowledge the grant in press, marketing and communications materials, verbally and in writing. You will use the Arts Council's grant award logo, and other logos including any required by the DfE and/or DCMS as may be required, appropriately on all published material including printed and online material.
- 6.4. You consent to any publicity about the grant and the Agreed Activity as we may from time to time require. We and the DfE and/or the DCMS can carry out any forms of publicity and marketing to promote the award of the grant as we and/or the DfE/DCMS see fit, including the publication of information

provided by you, and you will do whatever is reasonably required in order to assist with any form of publicity and marketing, including any press or media related activities.

- 6.5. You confirm that where your remit covers other parts of the United Kingdom, that the grant and Agreed Activity supports the provision of music education in England only.
- 6.6. You are fully responsible for every part of your business and this includes, without limitation the following:
 - 6.6.1. you must ensure that all current and future members of your organisation's governing body receive a copy of this Funding Agreement while it remains in force and you will ensure that the receipt of this grant and the delivery of the Agreed Activity are within the scope of the governing documents
 - 6.6.2. you are responsible for getting your own management, business and music advice. This includes considering whether you need to get your own advice in relation to: finances, accounting, tax, solvency, insurance, human resources, legal advice (including your compliance with legislation) or other types of professional advice
 - 6.6.3. you must tell us immediately of any changes in your organisation or in your arrangements with your consortium member organisations and/or partner organisations and any changes that may threaten your solvency or the solvency of any of your partners and inform us if you (or they) enter(s) into or propose(s) any arrangement with any of your (or their) creditors
 - 6.6.4. you are responsible, through the partnership agreements you have in place, for ensuring that your partners have sound financial procedures in place appropriate for handling public money and are under an obligation to you to meet all the obligations imposed upon you under the terms of this Funding Agreement as necessary for them to fulfil their obligations to you
 - 6.6.5. you must tell us in writing as soon as possible if any disputes with third parties arise or if any legal claims or any regulatory investigations are made or threatened against you and/or which would adversely affect the Agreed Activity during the period of the grant (including without

limitation any claims made against members of your governing body or staff or your partners and their governing body or staff)

6.7. In carrying out your business and funded activity under the Agreed Activity you must obtain all approvals, consents and licences required by law to deliver the Agreed Activity. You will comply with any relevant laws or government requirements and comply with best practice in governance, reporting and operation. This includes (but is not limited to) the following obligations on you:

- 6.7.1. taking all reasonable steps to ensure the safety of the children, young people and adults at risk of abuse that you will work with. You will follow expectations and best practice published in our [Safeguarding and child protection policy](https://www.artscouncil.org.uk/developing-creativity-and-culture/children-and-young-people/safeguarding-and-child-protection): <https://www.artscouncil.org.uk/developing-creativity-and-culture/children-and-young-people/safeguarding-and-child-protection> as may be amended from time to time, by having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults and in complying with those procedures
- 6.7.2. dealing with any safeguarding incidents which may occur during any of the activities provided by a Music Hub via the specific organisation's safeguarding policy and then raise, log, manage and escalate (if applicable) through the safeguarding policy and procedures set out by you, on behalf of your Music Hub. Any serious or significant incidents should also be reported to us immediately for information purposes and to provide advice on any reputational risk implications for you (or one or more of your delivery partners), us and/or the DfE
- 6.7.3. following best practice in having appropriate and effective policies and procedures in place concerning equality and diversity, harassment and bullying and in complying with those policies and procedures
- 6.7.4. having in place at all times and acting in accordance with, appropriate and effective disciplinary, grievance, public-facing complaints and whistle-blowing policies
- 6.7.5. having an equal opportunities policy in place at all times and acting at all times without distinction and in compliance with all relevant equality legislation

- 6.7.6. at all times complying with Data Protection Legislation
- 6.7.7. adhering to all relevant legal obligations relating to offering internships
- 6.7.8. ensuring that salaries, fees and subsistence arrangements are as good as or better than those agreed by any relevant trade unions and employers' associations
- 6.7.9. maintaining all main financial records including profit and loss accounts, management statements, personnel and payroll records for staff funded under this Funding Agreement for seven years after the grant has ended. You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions
- 6.7.10. considering any possible risks involved in your funded activities
- 6.7.11. taking appropriate action to protect everyone involved and maintaining adequate and appropriate insurance at all times
- 6.7.12. adhering to any legislation or regulations in relation to 'sanctioned' countries, organisations and/or individuals which may be in force at any time during the duration of the funding agreement ("Sanctions Legislation"). Information on the UK Sanctions Regime can be found at: <https://www.gov.uk/government/collections/uk-sanctions-regimes-under-the-sanctions-act>
- 6.7.13. you must ensure that you do not work with organisations proscribed under the Terrorism Act 2000
<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2/proscribed-terrorist-groups-or-organisations-accessible-version>
- 6.7.14. if applicable to your Organisation, complying with the Modern Slavery Act 2015 and any other slavery, servitude and forced or compulsory labour and human trafficking legislation
- 6.8. When procuring goods, works or services that are funded in whole or in part by the Funding Agreement you must ensure you are:

- 6.8.1. getting the best value for money when buying goods, works or services and ensuring that any procurement process is conducted in a transparent and proportionate manner and suppliers are treated equally, without discrimination
 - 6.8.2. having appropriate policies and procedures for obtaining quotes or competitive tendering in place for purchasing any goods, works or services costing more than £12,000 (including VAT) over the whole life of the contract, including any extensions (irrespective of how likely it is that they will be exercised)
 - 6.8.3. complying with your obligations under the Public Contracts Regulations 2015 (as amended or replaced from time to time) ("PCR"), if you are a contracting authority subject to the PCR; and
 - 6.8.4. for contracts within the scope of Regulation 13 of the PCR, procure in a manner compliant with the PCR (as amended or replaced from time to time); and advertised in such a way as to ensure that all interested suppliers in the market are aware of the opportunity to tender for the contract as if you are a contracting authority for the purposes of the PCR. You understand that your organisation shall not sub-divide a requirement with the intention of excluding the application of clauses 6.8.3 and 6.8.4 or complying with your obligations under the PCR
- 6.9. We may request, and you must provide any information we require to satisfy us that you have complied with your obligations under clause 6.8.1 to 6.8.4.
- 6.10. You acknowledge that we may incur financial liability if you breach your obligations under clause 6.8.1 to 6.8.4 and that you shall be liable to us for any losses, costs (including legal costs), damages and any other financial liability that it incurs as a direct result of such breach.
- 6.11. You accept that our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, or fail to take, or for your debts or liabilities. We will not be liable for any losses or charges if it does not make any grant payment on the agreed date. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 6.12. You must give us, the DfE and DCMS (as appropriate), the National Audit Office or any of their agents access to meetings, events and any/all financial

records, other information and/or premises, as may be reasonably requested, relating to the Agreed Activity, your organisation or to any other matter arising under this Funding Agreement. We may postpone payment of the grant or an instalment of the grant until we have received the material if the DfE, DCMS the National Audit Office or any of their agents have requested.

- 6.13. You must immediately tell us about any changes to bank or building society details or any other changes to information provided to us and update your Grantium Applicant profile accordingly (to ensure key details such as governance status, address and main contacts are up to date).
- 6.14. Information we receive from you will be subject to the Freedom of Information Act 2000 (the "Freedom of Information Act"). By law, we may have to provide your information to a member of the public if they ask for it under the Freedom of Information Act. For further details, see our information sheet How we treat your application under the Freedom of Information Act, available on the Arts Council's website at: <https://www.artscouncil.org.uk/our-organisation/freedom-information>. If you have any concerns, you should let us know some information may be covered by exemptions if it is sensitive or confidential, but any decision to release information is at our absolute discretion in accordance with the Freedom of Information Act.
- 6.15. You understand and acknowledge that we can only guarantee future instalments of the grant as long as DfE makes available by the will of Parliament and funds from the Government are made available to the Music Hub Programme.
- 6.16. You acknowledge that the grant comes from public funds and acknowledge that the support provided must be compliant with the Subsidy Control Regime. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control Regime and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control Regime, you will repay the entire grant (and any other sums due) immediately.
- 6.17. You will ensure that no other organisation or individual acquires any third-party rights under this Funding Agreement. You will not transfer any part of the grant or the Funding Agreement or any rights under it to any other organisation or individual without the prior written agreement of us. If you are

required by us to enter into a partnership agreement with another organisation or organisation in order to deliver the Agreed Activity, you will submit the proposed partnership agreement to us for our prior authorisation and subject thereto will ensure that no other organisation or individual acquires any third-party rights under the Funding Agreement.

- 6.18. When required by us, you will ensure that copyright and design rights in works created wholly with monies granted will be vested in the Crown and the Secretary of State for the DfE respectively.
- 6.19. There is no guarantee of any continuation funding for the Agreed Activity, which is also subject to the availability of funds from the DfE as indicated by your funding agreement. You may be required, at our reasonable request but at your cost, to pass on knowledge, skills, documentation, materials and procedures, developed with the grant and/or capital assets purchased with the grant while delivering the Agreed Activity to another organisation(s) carrying forward similar work. This includes, but is not exclusive to, your Local Plan for Music Education and all associated appendices such as needs analysis, SMART objectives, workforce plans, staffing structure and governance arrangements and any evaluation you may have carried out or commissioned of the Hub Programme. Our request may occur during the Funding Period and/ or on early termination and/ or on expiry of the funding agreement. If upon expiry of the funding agreement, no request to transfer has been received by you, you will contact us to instigate the transfer of the assets. You will act reasonably and without delay to put this to effect within a period of two months of receiving such a notification.
- 6.20. Any Capital Asset(s) must not be sold or otherwise disposed of within five years of purchase without our prior written consent. We may require the repayment of all or part of any proceeds of any disposal or sale of any Capital Asset(s).
- 6.21. You will maintain a register of any capital assets purchased with the revenue grant. The 'Register of Assets' will record, as a minimum, (a) a description of the asset/s (b) the date the asset was purchased; (c) the price paid; (d) if the capital asset(s) is proposed to be disposed, the date of our written permission; (e) the date of disposal (in due course); and (f) the value of the disposal.
- 6.22. You must not attempt to raise a mortgage or other charge on assets funded by the grant without our prior written approval.

- 6.23. We are not obliged to provide, and nor should you assume that we will, provide any further funding for the Project after this grant agreement comes to an end. Should funding come to an end, you will co-operate with us in respect of any exit transition arrangements by allowing any replacement grant recipient to communicate with and meet the affected employees or their representatives.
- 6.24. You will complete any surveys, reports and evaluations required within your payment conditions and additional conditions within an agreed period with accuracy and due diligence.
- 6.25. The DfE reserves the right to contact and visit you from time to time as part of its oversight of the Music Hub Programme. Any contact will always be arranged with us in advance, and you will be given reasonable notice ahead of any planned contact or visit.

7. Termination of this Agreement

- 7.1. If you breach any of the terms and conditions of this Funding Agreement, then we (in our absolute discretion) may withhold or demand repayment of all or part of the grant. You will repay any grant requested immediately upon demand.
- 7.2. We may suspend payment of the grant if we wish to investigate any matters concerning the grant (or any other grants given by the us to you). You understand and accept that we will accept no liability for any consequences, whether direct or indirect, that may arise from a suspension even if the investigation finds no cause for concern.
- 7.3. We may also withhold or demand repayment of all or part of the grant if you:
 - 7.3.1. close down your business (unless, with our prior consent, you join with, or are replaced by, another organisation that can take over this Funding Agreement and carry out the purposes of the grant to our satisfaction)
 - 7.3.2. make significant changes to the Agreed Activity or wish to change your partnership and/or consortium (where appropriate) arrangements without our prior written approval

- 7.3.3. do not fulfil the purpose of the grant with reasonable care, thoroughness, competence and to a standard that we expect from you with your level of experience in music education or cultural education, profession or line of work
- 7.3.4. provide any information to us that is wrong or misleading either by mistake or because you are trying to mislead us during the application process or during the period of this Funding Agreement
- 7.3.5. become insolvent, or any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or proposes any arrangement with its creditors
- 7.3.6. act illegally or negligently at any time
- 7.3.7. act in such a way that we believe you have significantly adversely affected the delivery of the Agreed Activity, or is likely to harm our or your reputation or it is in our discretion necessary to protect public money
- 7.3.8. sell or in some other way transfer any part of the grant, the business or the activity funded under the Agreed Activity to someone else without first getting our approval in writing
- 7.3.9. use the grant or any part of it for any activity that is intended to influence or attempt to influence Parliament, Government or political parties, or attempt to influence the awarding or renewal of contracts and grants, or attempt to influence legislative or regulatory action
- 7.3.10. work with any prohibited organisation proscribed under the Terrorism Act 2000 as set out in clause 6.7.13.
- 7.4. If you breach any of the terms of this Funding Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the whole or any part of this Funding Agreement only if we tell you in writing.
- 7.5. If you breach any term and/or condition of this Funding Agreement, we can choose to treat that as you breaching any other funding agreements we have

with you. This will allow us to take the same actions under those agreements that we may take under this agreement, including making you pay back the grant and stopping any future payments.

- 7.6. This Funding Agreement and these terms and conditions remain in force for whichever period is the longer time:

7.6.1. for one year following the payment of the last instalment of grant; or

7.6.2. as long as you do not carry out any of the terms and conditions of this Funding Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or the delivery of the Agreed Activity)

8. Additional terms and conditions

- 8.1. We have the right to vary or impose any additional terms and conditions on you in relation to this Funding Agreement if:

8.1.1. you are in breach of the Funding Agreement

8.1.2. we or another funder withdraws any part of the funding for the Agreed Activity

8.1.3. we have reasonable grounds to believe that the Agreed Activities are being carried out by you in a way that may have a detrimental effect on the Agreed Activities, or on our role as a distributor of public money. For the avoidance of doubt, this would apply to the manner and speed of the delivery of the Agreed Activities, or to any illegal or negligent actions by you, and not to any artistic decision made by you

8.1.4. we have reasonable grounds to believe that it is necessary to protect public money

8.1.5. we believe such conditions are necessary or desirable to make sure that the Agreed Activity is delivered as set out in the application form or following any agreed changes

8.1.6. further legislation and guidance is made in relation to Subsidy Control, and/or

- 8.1.7. the DfE and the DCMS revise the National Plan for Music Education or any other related Cultural Education Policies at any time during the Funding Period
- 8.2. We require you to meet any special or additional conditions which may have been agreed between us and you in writing from time to time and which will be deemed incorporated into this Funding Agreement. This will include the need to enter into a partnership agreement with key delivery partners which enable you to fulfil all aspects of the Agreed Activity. The partnership agreement(s) must be approved in writing by us before the first grant payment.